

## § 401.135

(b) Any grove with over 80 percent actual damage will be counted as 100 percent damaged unless the damage occurs within one year of set out; or

(c) The percent of damage resulting from insurable causes occurring during the crop year of set out as follows:

(i) 100 percent if the trees are killed back to the root stock; or

(ii) 90 percent if the trees have less than 12 inches of live wood above the bud union, (however, no damage will be considered if more than 12 inches of wood above the bud union is alive).

(2) Any percentage of damage by uninsured causes, will not be included in the percent of damage.

d. The amount of indemnity will be determined at the earlier of:

(1) Total destruction of the trees; or

(2) The calendar date for the end of the insurance period.

### 10. Cancellation and Termination Dates

The cancellation and termination dates are May 31 prior to the date insurance attaches.

### 11. Contract Changes

The date by which contract changes will be available in your service office is February 28 preceding the cancellation date.

### 12. Meaning of Terms

a. *Crop year* means the period beginning June 1 and extending through May 31 of the following year and is designated by the calendar year in which the insurance period ends.

b. *Dehorning* means the cutting back of each scaffold limb to a length that is no longer than  $\frac{1}{4}$  the height of the tree.

c. *Destroyed* means trees which are damaged to the extent that removal is required.

d. *Excess wind* means a natural movement of air which has sustained speeds in excess of 58 miles per hour recorded at the U.S. Weather Service reporting station nearest to the crop at the time of crop damage.

e. *Freeze* means the condition of air temperatures over a widespread area remaining sufficiently at or below 32 degrees Fahrenheit to cause tree damage.

f. *Non-contiguous land* means land which is not touching at any point. Land which is separated by only a public or private right-of-way will be considered to be touching (contiguous).

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g. *Set out* means transplanting the citrus tree from the nursery to the grove.

h. *Total destruction* means the occurrence of damage by unit to the trees which have been set out more than one year in excess of 80 percent.

[53 FR 9101, Mar. 21, 1988, as amended at 62 FR 4117, Jan. 29, 1997]

### § 401.135 Malting barley option.

The provisions of the Malting Barley Option for the 1989 through 1994 crop years are as follows:

#### FEDERAL CROP INSURANCE CORPORATION

##### *Barley Insurance Malting Barley Option*

(This is a continuous Option. Refer to section 15 of the General Crop Insurance Policy)

Insured's name \_\_\_\_\_  
Contract No. \_\_\_\_\_

Crop Year \_\_\_\_\_

Address \_\_\_\_\_

Identification No. \_\_\_\_\_

SSN \_\_\_\_\_

Tax \_\_\_\_\_

It is hereby agreed to amend the Federal Crop Insurance General Crop Insurance Policy and Barley Endorsement under, and in accordance with, the following terms and conditions:

1. The option must be submitted to us on or before the final date for accepting applications for the initial crop year in which you wish to insure your malting barley acreage under this option.

2. You must have a Federal Crop Insurance General Crop Insurance Policy and Barley Endorsement ("Basic Policy") in force.

3. You must provide by the acreage reporting date:

a. Acceptable records of the sale of malting barley for malting purposes for 3 of the previous 5 crop years; or

b. A binding written contract with a buyer of malting barley for malting purposes, which states the quantity contracted and purchase price or method for determining such price.

4. All barley acreage in the county planted to an approved malting variety in which you have a share, will be insured under this option ("Malting Barley"). All barley acreage of any non-malting variety will be insured under the terms of the Basic Policy ("Basic Barley"). Malting barley and basic barley acreage will be separate units. Further unit division may be allowed in accordance with the provisions of the basic policy.

5. You must elect the highest price election provided for basic barley.

6. Your premium rate for malting barley will be provided by the actuarial table.

7. In lieu of section 7.b. (1) and (2) of the Barley Endorsement:

a. Mature malting barley production which otherwise is not eligible for quality adjustment will be reduced .12 percent for each one tenth (.1) percentage point of moisture in excess of 13.0 percent; or

b. Mature malting barley production, which due to insurable causes, is not accepted by a buyer of malting barley and will not meet the applicable standards for two-rowed or six-rowed malting barley (see §10.a.), will be adjusted by:

(1) Dividing the value per bushel for the insured malting barley (see 10.d.) by the price election for malting barley; and

(2) Multiplying the result (not to exceed one (1.0)) by the number of bushels of such barley.

c. All grade determinations must be made by a grader licensed to grade barley under the United States Grain Standards Act from samples obtained by a licensed sampler or our loss adjuster. Any production which is not sampled and graded as provided by this section will be considered as malting barley meeting the applicable standards.

8. All provisions of the basic policy not in conflict with this option are applicable.

9. Contract changes will be available at your service office by September 1 preceding the cancellation date.

10. As used in this option:

a. *Applicable standards* for two-rowed and six-rowed malting barley are defined in the Official United States Grain Standards.

b. *Approved malting variety* means the varieties specified in the actuarial table or approved in writing by us.

c. *Buyer* means any business enterprise regularly engaged in the malting of barley or brewing of malt beverages for human consumption, or its representative which is authorized to engage in the purchase of malting barley on behalf of or for sale to the malting or brewing company.

d. *Value per bushel* for the insured malting barley means;

(1) The local market price of U.S. No. 2 barley (basic barley) if the insured mature malting barley production, due to insurable causes, has a test weight of at least 40 pounds per bushel and, as determined by a grain grader licensed by the Federal Grain Inspection Service or licensed under the United States Warehouse Act, contains more than 85 percent sound barley; less than 8 percent damaged kernels; less than 35 percent thin barley; less than 5 percent black barley; and does not grade smutty, garlicky, or ergoty; or

(2) The local market price of basic barley of the same quality as the insured malting barley, if the malting barley does not meet all the standards in §10.d.(1).

The local market price for basic barley as identified in §10.d.(1) and (2) above will be the price on the earlier of the day the loss is adjusted or the day the insured barley is sold.

Insured's Signature \_\_\_\_\_

Date \_\_\_\_\_

Corporation Representative's Signature and Code Number \_\_\_\_\_

Date \_\_\_\_\_

[53 FR 27664, July 22, 1988, as amended at 53 FR 34022, Sept. 2, 1988; 60 FR 56935, Nov. 13, 1995]

#### §401.137 Fresh market tomato minimum value option.

The provisions of the Fresh Market Tomato Minimum Value Option for the 1991 through the 1997 crop years are as follows:

##### FEDERAL CROP INSURANCE CORPORATION

##### *Fresh Market Tomato Minimum Value Option*

(This is a continuous option. Refer to section 15 of the General Crop Insurance Policy)

Insured's Name \_\_\_\_\_

Contract No. \_\_\_\_\_

Address \_\_\_\_\_

Crop Year \_\_\_\_\_

Identification No. \_\_\_\_\_

SSN \_\_\_\_\_ Tax \_\_\_\_\_

It is hereby agreed to amend the Dollar Plan of Fresh Market Tomato Endorsement in accordance with the following terms and conditions.

1. This option must be submitted to us on or before the final date for accepting applications for the initial crop year in which you wish to insure your tomatoes under this Option.

2. You must have a Federal Crop Insurance General Policy and Dollar Plan Fresh Market Tomato Endorsement ("basic policy") in force.